

DRAFT

DEPARTMENT OF VETERANS AFFAIRS VISN X MEDIATION PROGRAM



AGREEMENT TO PARTICIPATE IN MEDIATION

1. I understand that this is an agreement by the parties to attempt to resolve the following issues, by submitting these issues to mediation:

2. I understand that mediation is a dispute resolution process which is non-adversarial in nature and seeks to find reconciliation between disputing parties. The mediation process does not declare winners or losers. The main focus is to seek a resolution which is informal, quick and minimizes the harm to either party.

3. I understand that the Mediator is not involved in the immediate occurrence and is committed to treating this matter in a fair and unbiased way. The Mediator's role is to facilitate and help the parties reach for themselves a mutually satisfactory resolution to the problem. However the decision making power rests with the parties, not the Mediator. If the parties cannot agree on a resolution, the Mediator will NOT impose a resolution nor will s/he offer judgment as to which party, if any, is at fault. In certain circumstances, Co-Mediators will be assigned to the matter.

4. I understand that the Mediator has no authority to make decisions or act as a judge or arbitrator. The Mediator will not act as an advocate or attorney for any party. To the extent either the complainant or the agency wishes to have a representative or legal counsel to consult with or assist them at any stage in the mediation, the party is responsible for taking steps to obtain such a person.

5. I understand that mediation is a confidential process. Any documents

submitted to the Mediator and statements made during the mediation are for settlement purposes only. I agree not to subpoena or request the Mediator to serve as a witness, or request or use as evidence any materials prepared by the Mediator for the mediation, with the exception of a settlement document signed by the parties. In no event will the Mediator voluntarily testify on behalf of any party or submit any type of report in connection with this mediation. However, I understand that matters that are admissible in a court of law or other administrative process continue to be admissible even though brought up in a mediation session.

6. I understand that no party shall be bound by anything said or done at the mediation unless a written settlement is reached and executed by all necessary parties. If a settlement is reached, the agreement shall be reduced to writing by the Mediator and, when signed and approved by the appropriate authorities for all the parties, the settlement document shall be legally binding upon all parties to the agreement.

7. In electing to use mediation, I understand that no statutory deadlines are waived, and that all statutory deadlines must be adhered to.

8. The aggrieved party's **RIGHTS** to pursue informal or formal processes are not waived and will be protected during the mediation process. At the same time, the aggrieved party's **RESPONSIBILITIES** to comply with all requirements of any administrative or court process, e.g., time limits, points of contact, **ARE NOT WAIVED**, and must be adhered to.

9. I understand that in the event the mediation is terminated for any reason, the aggrieved party may continue to pursue an informal or formal resolution of the matter as s/he sees fit.

10. No admission of guilt or wrongdoing by either party is implied, and none should be inferred, by participation in this process.

11. I will sincerely attempt to resolve this matter, agree to cooperate with the Mediator assigned to this matter, and give serious consideration to all suggestions made in regard to developing a realistic solution to the problem. I will conduct myself in a courteous and non-hostile manner, use appropriate language, and to allow the Mediator to interrupt the process if the Mediator feels a caucus or break is needed to facilitate the mediation process.

12. The Mediator agrees to notify the parties, their representatives and the appropriate management official of the status and results of the mediation process within one working day of termination of the process, including settlements, withdrawal from, or unsuccessful conclusion of the process.

**BY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE
READ, UNDERSTAND AND AGREE TO THIS AGREEMENT TO
PARTICIPATE IN MEDIATION:**

AGGRIEVED PARTY'S SIGNATURE

DATE

UNION OFFICIAL'S SIGNATURE

DATE

MANAGEMENT OFFICIAL'S SIGNATURE

DATE

ADDITIONAL SIGNATURES

DATE

ADDITIONAL SIGNATURES

DATE

ADDITIONAL SIGNATURES

DATE

MEDIATOR'S SIGNATURE

DATE

MEDIATOR'S SIGNATURE

DATE